

AGREEMENT
BETWEEN
THE BOROUGH OF ALPINE
AND
ALPINE PBA LOCAL 350

JANUARY 1, 2011 through DECEMBER 31, 2013

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1.0 PREAMBLE

1.1 **THIS AGREEMENT**, executed this 22 day of July 2011, by and between the BOROUGH OF ALPINE, New Jersey, the body politic and corporate of the State of New Jersey, hereinafter referred to as “The Employer”, and **THE POLICEMAN’S BENEVOLENT ASSOCIATION, LOCAL 350 (ALPINE UNIT)**, hereinafter referred to as the “PBA” confirms and incorporates herein the terms of the executed Memorandum of Agreement by and between the parties dated June 24, 2011;

1.2 **WHEREAS**, the Employer and the PBA recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient services will be rendered to and by both parties,

NOW THEREFORE, it is agreed as follows:

2.0 EMPLOYEES' BASIC RIGHTS

2.1 Pursuant to Chapter 303, Public Laws, 1968, the Employer hereby agrees that every Employee shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.

2.2 The Employer further agrees that it shall not discriminate against any Employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, collective negotiations with the Employer, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

3.0 EXCLUSIVITY OF ASSOCIATION REPRESENTATION

3.1 The Employer agrees that it will not enter into any contract or Memorandum of Agreement with anyone but the recognized Association, PBA Local 350 (Alpine Unit), with regard to the categories of personnel covered by the said Memorandum of Agreement during the term of this Agreement.

4.0 **EXISTING LAW**

4.1 The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal Law.

5.0 ASSOCIATION RECOGNITION

5.1 The Employer recognizes PBA Local 350 (Alpine Unit) as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all Employees employed by the Employer's Police Department, except for those Employees specifically excluded herein.

5.2 No Employees shall be compelled to join the Association but shall have the option to voluntarily join said Association.

5.3 The term "Police Officer" or "Employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males, but shall not include Special Police Officers or Civilian Employees.

6.0 ASSOCIATION REPRESENTATIVES

6.1 The Employer recognizes the right of the Association to designate representatives and alternates for the enforcement of this Agreement.

6.2 The Association shall furnish the Employer in writing the names of the representatives and the alternates and notify the Employer of any changes.

6.3 The authority of the representatives and alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of this Collective Bargaining Agreement.
- b. The transmission of such messages and information which shall originate with, and are authorized by the Association or its Officers.

6.4 The PBA delegate shall be granted time off with pay to attend state and national conventions of the New Jersey State PBA as prescribed in Title 40A of the New Jersey statutes.

7.0 **RESERVATION OF RIGHTS**

7.1 The Employer hereby retains and reserves unto itself all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitutions of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- A. To the executive management and administrative control of the Employer Government and its properties and facilities and the activities of its Employees;
- B. To hire all Employees, and subjects to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer Employees;
- C. To suspend, promote, demote, transfer, assign, reassign, discharge or take any other disciplinary action for good and just cause according to law.

7.2 Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority, under RS 11, 40 and 40A, or any other national, state county or other applicable laws.

7.3 The parties agree that during the term of this Agreement, they shall meet in good faith to attempt to resolve issues that may arise and which are not spelled out in this Agreement.

7.4 Failure to meet pursuant to Section 7.3 shall not be cause for a grievance.

7.5 If agreement is reached between the parties as to any such additional issues, then,

and in that event, and such agreed upon language shall become part of this Agreement upon the execution of same, duly signed by the Association President and the appropriate Employer representative.

8.0 RIGHTS OF EMPLOYEES

8.1 Members of the force hold a unique status as public officers in that the nature of their office and employment involve the exercise of a portion of the Police power of the municipality.

8.2 The security of the community depends to a great extent on the manner in which Police Officers perform their duty, and their employment is thus in the nature of a public trust.

8.3 The wide ranging powers and duties given to the Department and its members involve them in all manners of contacts and relationships with the public.

8.4 Out of these contacts may come questions concerning the actions of the members of the force.

8.5 These questions may require investigation by Superior Officers designated by the Chief of Police and the Governing Body.

8.6 In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

- a. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise. If it shall be necessary to recall a member who is off-duty for the purpose of interrogation, the period of time during which he is interrogated shall be considered as a duty time, and he shall be compensated therefore.
- b. The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.
- c. The member of the force shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is

known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.

- d. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time for meals, telephone calls, and rest periods shall be allowed as are reasonably necessary. The entire interrogation proceedings shall be recorded mechanically, or taken down verbatim by a stenographer. All questions and answers shall be recorded and all recesses during the interrogation shall be recorded.
- e. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
- f. If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.
- g. In all cases and at every stage of the proceedings, in the interest of maintaining the usual high moral of the force, the Force shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the rules and regulations and during the interrogation of a member of the force.

9.0 DATA FOR FUTURE BARGAINING

9.1 The Employer agrees to make available to the Association all relevant data in its possession which the Association may require to bargain collectively.

9.2 The relevant data noted above shall include such items as salaries and benefits enjoyed by other Alpine Borough Employee groups, the current cost of various insurance and other programs, information concerning overtime worked by Employees, the total number of sick leave days utilized by Employees, the total number of injuries on duty, the total length of time lost as a result of injuries on duty, and other data of a similar nature.

10.0 **SALARIES**

10.1 The base annual salaries of all Employees covered by this Agreement shall be as set forth in Appendix "A".

10.2 Salaries shall be paid on a weekly basis with the pay checks being issued on Wednesday of each week. As soon as practicable, the Borough will implement a bi-weekly payroll. It is specifically understood that the bi-weekly payroll every seven (7) years incurs an extra pay period. In that year, the employees will have their paychecks averaged out so the same salary will be paid.

11.0 WORK DAY, WORK WEEK AND OVERTIME

11.1 The normal work tour shall be eight (8) hours. The current 4-2 work schedule shall continue.

11.2 The work week shall be six (6) days; i.e., four (4) days on followed by two (2) days off.

11.3 The work tours shall consist of alternating shifts beginning with four (4) calendar days work from the hours of 11:00 p.m. to 7:00 a.m., followed by the next two (2) calendar days off; followed by the next four (4) calendar days of work from the hours of 3:00 p.m. to 11:00 p.m., followed by the next two (2) calendar days off; followed by the next four (4) calendar days of work from the hours of 7:00 a.m. to 3:00 p.m.; followed by the next two (2) calendar days off, and so on, in like rotation for the calendar year.

11.4 The parties agree that the work year for Employees covered under this Agreement shall consist of two hundred forty-three (243) duty days during each calendar year.

11.5 The parties agree further that if, as a result of the work tour schedule set forth in Section 11.2 above, Employees hereunder are scheduled to work in excess of the agreed upon two hundred forty-three (243) duty days during each calendar year, then each such Employee shall be entitled to receive, in addition to any vacation or time off provided elsewhere in this Agreement, a sufficient number of additional days off with pay to reduce his number of duty days for each calendar year to the agreed upon two hundred forty-three (243) days.

11.6 The additional days off provided for in Section 11.4 above shall be taken at the discretion of the Employee, subject to the approval of the Chief and the efficient operation of the Department. In no event shall any such additional day off be scheduled

by the Chief of the day preceding the midnight shift tour of the Employee, unless it is unavoidable in the efficient operation of the Department.

11.7 Work in excess of the employee's basic work week or tour for a day is overtime and shall be paid at the time and one -half (1 ½) rate.

11.8 The parties agree there shall be no modification of the current existing scheduling practice. In the event that the subject of scheduling [specifically when Employees may be off duty, at what time, the amount of consecutive time they may be off, the method of selecting those Employees to be off, what hours during the day Employees work and the schedules Employees are requested to work, etc.] is ruled to be a prohibited subject for collective bargaining, that in such case, as of January 12, 1981, the Employer, Borough of Alpine, shall be permitted to exercise such rights as to scheduling as it may have in accordance with the PERC Law. In such event, the parties agree to negotiate the impact of any such change.

12.0 HOURLY RATE

12.1 To compute the base hourly rate of an Employee for overtime or other purposes, the employee's yearly base salary, holiday pay and annual longevity payment shall be added together and then divided by two thousand and eighty (2,080) hours.

13.0 RULES AND REGULATIONS

13.1 The Rules and Regulations of the Department as adopted by a resolution of the Mayor and Council on April 14, 1986 are hereby recognized as being in force and effect.

In any inconsistency which may develop between this contract and the Rules and Regulations, the provisions of this contract shall take precedence.

14.0 **COURT TIME**

14.1 Court time, as referred to in this Article shall consist of all time, excluding regular tours of duty, during which any Employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other Courts or Administrative Bodies.

14.2 All such required court time during off duty hours shall be considered as overtime and shall be compensated for accordingly.

14.3 When an off duty Employee covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the Employee is entitled.

14.4 The amount of overtime to which an off duty Employee may be entitled under this Article shall be the actual time required including waiting time in the Court or Administrative Body, together with the applicable travel time, provided, however, the employee's entitlement to overtime under this Article shall not be less than two (2) hours.

15.0 **TRAINING PAY**

15.1 The Employer agrees to compensate all Employees covered by this Agreement at regular time for attending required training course approved by the Chief of Police or his designee in advance and on their own times.

16.0 **RECALL**

16.1 Any Employee who is called back to work after having completed his regularly scheduled shift shall be guaranteed four (4) hours work or pay in lieu thereof.

16.2 Recall shall be defined as the period between two (2) shifts that an Employee works, and the four (4) hour minimum is counted as having been only in between those shifts. Once the next regularly shift of the Employee on recall starts, the period of recall ends. No time after the shift ends can count toward overtime in the prior recall time; it will be counted as continuous overtime on an hourly basis with one (1) hour minimums for any time worked.

17.0 SHIFT CHANGES

17.1 The Employer agrees that it will not indiscriminately adjust shifts so as to avoid overtime payment to Employees covered by this Agreement.

17.2 Nothing in this Agreement shall be construed to prevent the exchanging or swapping of shifts by mutual agreement between individual Employees. Any member, regardless of rank, can swap with any other member regardless of rank, so long as each shift is manned by the same number of personnel with the approval of the Chief of Police, provided the Employer shall not be required to pay any Employee any overtime.

18.0 **LONGEVITY**

18.1 In addition to all wages and other benefits, each Employee shall be entitled to a longevity payment as set forth in Appendix B attached hereto.

19.0 **UNIFORMS**

19.1 Each new Employee shall receive from the Employer, free of charge in lieu of a clothing allowance, a complete uniform.

19.2 The clothing allowance of \$1,000.00 is put in base salary for pension and overtime purposes but not longevity.

19.3 This payment shall be made to plain clothed as well as uniformed Employees.

19.4 If the Employer decides to change the uniform or any part thereof, it shall provide to each Employee, free of charge, any such changed items.

19.5 Any Employee's uniform or personal equipment which are required by him in his capacity as a Police Officer, which may be damaged as a result of a single episode during the course of his employment, shall be replaced at the expense of the Employer, except where such damage is caused by the negligence of the Employee. Any such payments made shall be in addition to the employee's annual clothing allowance otherwise referred to in this Agreement and shall be made to the Employee within thirty (30) days of the reporting of same.

20.0 EDUCATION INCENTIVE

20.1 In addition to all other wages and benefits provided in this agreement each Employee shall be entitled to an additional payment, if the Employee is qualified for same, pursuant to the qualifications and limitations as set forth in Appendix C attached hereto.

20.2 This clause will not pertain to Employees hired after January 1, 1997 who have already attained degrees, but if during employment, the Employee attains the next higher degree level payment will be made as described above.

21.0 **VACATIONS**

- 21.1 The vacation allowance shall be set forth in **Appendix D** attached hereto.
- 21.2 Vacations may be taken by Employees at any time during a calendar year, subject to the approval by the Chief.
- 21.3 Employee's desiring to reserve regular vacation time shall make requests for same no later than three (3) months prior to the beginning of the requested vacation. Requests for vacation time made less than three (3) months in advance need not be considered by the Chief.
- 21.4 When in any calendar year, the vacation or any part thereof is not granted by reason of pressure of Police activity, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year.
- 21.5 Subject to the approval of the Chief, an Employee may elect to hold over a maximum of one (1) week of a calendar year's vacation entitlement to be added to his vacation entitlement for the next following calendar year.
- 21.6 If an Employee is on vacation and becomes sufficiently ill so as to require hospitalization, he may have such period of illness and post hospital recuperation period charged against sick leave at his option upon proof of hospitalization and physician's certificate.
- 21.7 No Employee who is on vacation shall be recalled except in a case of the full mobilization of the Department by the Chief of Police to meet a clear and present danger confronting the Employer.
- 21.8 If any official holiday occurs during an Employee's authorized vacation, he will be entitled to an additional vacation in lieu of the holiday.

21.9 Vacations shall be selected on a seniority basis.

22.0 HOLIDAYS

22.1 All Employees covered by this Agreement shall be entitled to and will receive holidays as set forth in Appendix E.

22.2 The entire holiday benefit shall be paid in equal installments along with payroll and shall be considered as part of the employee's regular compensation. The holiday benefit shall be used for all calculation purposes including, but not limited to longevity and overtime.

23.0 SICK LEAVE

23.1 Each Employee covered under this Agreement shall be entitled to thirteen (13) paid sick days per calendar year, which sick days shall be accumulative and may be used in the future for future illness from year to year, and which shall apply to minor illnesses only except as provided herein.

23.2 In the event of any long term illness or incapacitation of any Employee covered under this Agreement, such Employee shall be retained on the payroll at full salary and benefits for a continued period of six (6) months [twenty six (26) weeks] during the continuance of said illness or incapacitation.

23.3 After the expiration of the said six (6) month period, if the Employee is still unable to return to duty, the Governing Body shall review the case on its merits for the purpose of determining whether sick leave should be continued, discontinued or modified, or whether such Employee should be recommended for disability retirement.

23.4 In the event an Employee suffers any long term illness or incapacitation as set forth in this Article, no more than six (6) days shall be charged against his accumulated

sick leave bank.

23.5 There shall be no maximum on the number of days which an Employee may accumulate his sick leave bank.

23.6 In each and every instance of absence from duty due to sickness or injury, the Employee will be responsible for timely notification to the Chief of Police or the Senior Officer in charge of such absence and the reason therefor.

23.7 Notification as required in the foregoing Section of this Article, shall, wherever possible, be given no later than one (1) hour prior to the said Employee's normal time for reporting to duty.

23.8 In the event that any Employee is absent from duty on account of sickness or injury for more than two (2) consecutive work days, the Chief of Police may reasonably require such Employee to submit a certificate establishing the validity of said absence. The Borough shall also maintain the right, in such instance, to require an examination of the Employee by the Police Surgeon at Borough expense. Nothing herein shall require the Employee to obtain a physician's certificate from any doctor specified by the Borough.

23.9 The failure of any Employee to adhere to the requirement set forth in this Article, or any abuse of the sick leave privileges granted by this Article shall be cause for disciplinary action.

23.10 Employees who retire pursuant to one of the statutory retirement options as are defined by the New Jersey Police and Firemen Pensions Statutes shall be paid in lump sum for all accumulated and unused sick days at the regular rate of compensation prevailing at the time the Employee leaves. If an Employee dies prior to retirement, his

estate shall receive payment for all unused and accumulated sick days payable at the regular prevailing rate of compensation at the time of his death.

23.11 Any Employee in the calendar year who does not take the full allowable sick days can submit a voucher, payable on January 15 of the next succeeding year, for one-half (1/2) day's pay for each unused sick day at current pay rate. These will be deducted from his accumulated sick days. The maximum payable is twelve (12) one-half (1/2) days' pay, or six (6) full days' pay per year. If not taken as pay, these unused sick days can be added to the accumulated sick day bank for future use.

23.12 The Chief of Police shall submit to the negotiating committee, at the start of each year, a list of the previous year's sick time taken by each Employee. After agreement that his list is correct, the Chief, the Employee, the Borough Clerk and the Borough Treasurer shall get a copy, and shall keep the records of each Employee as to what was done with each sick day, either taken as sick, paid at the end of year, or accumulated.

24.0 WORK INCURRED INJURY

24.1 Where an Employee covered under this Agreement suffers a work connected injury or disability, the Employer shall continue such Employee at full pay for a maximum period of six (6) months. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Employer.

24.2 The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work, and the Employer, may reasonably require the said Employee to present such certificates from time to time.

24.3 In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation, or by the final decision of the last reviewing court which shall be binding upon the parties.

24.4 For the purpose of this Article, any injury incurred while the Employee is acting in an Employer authorized activity shall be considered in the line of duty.

24.5 In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

24.6 An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick

leave policy heretofore agreed upon between the parties.

24.7 The Governing Body shall have the option of extending the period during which an Employee shall receive the benefit of this Article on an individual basis and after considering the merits of each case.

25.0 BEREAVEMENT LEAVE

25.1 All permanent full time Employees covered by this Agreement shall be entitled to five (5) days with pay upon the death of a member of his immediate family.

25.2 Immediate family shall include spouse, children, parents, brothers and sisters. Father-in-law and mother-in-law and grandparents are not considered members of the immediate family, but in the case of death of either of the Employee's in-laws it shall entitle the member to three (3) days bereavement leave. Death of grandparent of the Employee shall entitle the Employee to two (2) days of bereavement leave.

25.3 Any extension of absence under this Article, however, may [at the Employee's option and with the consent of the Department Head] be charged against available vacation time or be taken without pay for a reasonable period.

26.0 LEAVE OF ABSENCE

26.1 All permanent full time Employees covered by this Agreement may request a leave of absence without pay for a period not to exceed one hundred twenty (120) calendar days.

26.2 The Employee shall submit in writing all facts bearing on the request to the Chief of Police or his designated representative who shall append his recommendations and forward the request to the Mayor and Council, who shall consider each case on its merits without establishing a precedent. The Employer will not reasonably deny an Employee's request for a leave of absence. Seniority shall be retained and shall accumulate during leaves of absence.

26.3 The Employer shall not be required to pay for health insurance coverage for Employees in "Leave of Absence Status." Employees returning from an approved leave of absence shall be reinstated to health insurance coverage, including any family or dependent coverage upon the employee's resumption of work without a waiting or reinstatement period.

27.0 MEDICAL AND DENTAL COVERAGE

27.1 The Employer will provide and pay for medical, hospital and major medical for employees covered by this Agreement and their families under the Bergen Municipal Employer Benefits Fund or equal coverage.

27.2 All employees covered by this Contract shall receive at the employer's sole cost and expense a full family Dental Plan under the Bergen Municipal Employer Benefit Fund or equal coverage.

27.3 All increases in premiums during the term of this Agreement shall be borne by the Employer except for those retired employees who will bear the premium increase.

27.4 All benefits set forth in this section shall be made available to retired members at no cost to the Employer.

27.5 The PBA agrees to move to the State Health Benefits Plan Direct 10 as soon as possible. At the individual officer's choice, he may choose any other State Health Benefits Plan. Should Direct 10 be eliminated as a State Health Benefits Plan option during the term of this contract, the PBA agrees to move to another State Health Benefits Plan of each officer's choosing. Employees shall continue to contribute 1.5% of total base salary towards health care contributions during the life of this contract. There will be no indemnifications for employees who may incur additional medical expenses arising under the State Health Benefits Plan or as a result of elimination of any particular Plan thereunder.

28.0 INSURANCE

28.1 The Employer will continue to provide existing insurance coverage to Employees covered under this Agreement.

29.0 LIFE INSURANCE

29.1 The Employer will provide, at its own cost and expense and without cost to the Employee, a group term life insurance policy in the face amount of Fifteen Thousand (\$15,000.00) Dollars per Employee.

30.0 CEREMONIAL ACTIVITIES

30.1 In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Employer will permit at least one (1) uniformed Police Officer of the Department to participate in funeral services for the said deceased Officer.

30.2 Subject to the availability of same, the Employer will permit a Department Police vehicle to be utilized by the members in the funeral service.

30.3 Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service.

31.0 **PERSONNEL FILES**

31.1 A separate personnel history file shall be established and maintained for each Employee covered by this Agreement; personnel history files are confidential records and shall be maintained in the office of the Chief of Police.

31.2 Any member of the Police Department may, by appointment, review his personnel file, but this appointment for review must be made through the Chief of Police or his designated representative.

31.3 Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

32.0 **MILITARY LEAVE**

32.1 Military leave for Employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

33.0 **PENSION**

33.1 The Employer shall continue to provide existing pension and retirement benefits to Employees covered by this Agreement.

34.0 LABOR MANAGEMENT COMMITTEE

34.1 As soon as practicable after execution of this Agreement a labor management committee shall be established consisting of representatives of the Employer and the Association.

34.2 The function of this committee shall be to facilitate communication between the parties to promote a climate conducive to constructive Employee relations, to recommend resolution of Employee relations problems which may arise in the administration of this Agreement and to discuss other matters of mutual interest.

34.3 The committee shall meet at least twice each calendar year and there shall be no compensation paid to any member of the committee.

34.4 The size of the committee may vary according to the topics to be discussed and shall be limited to the least number of representatives from each party needed to accomplish the business at hand.

34.5 Nothing contained in this Section is intended to restrict in any way the normal informal discussion and resolution of problems by Employer and association representatives.

35.0 GRIEVANCE PROCEDURE

35.1 To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to complaints occurring under this Agreement, the following procedures shall be used.

35.2 For the purposes of this Agreement the term "grievance" means any complaint, difference or dispute between the Employer and any Employee with respect to the

interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule or regulation.

35.3 The procedure for settlement of grievances shall be as follows:

a. **STEP ONE**

In the event that the Association or any Employee covered by this Agreement has a grievance, within five (5) working days of the occurrence of the event being grieved, the Employee shall present a written grievance informally to the Chief of Police, with a copy to the Police Committee. The Chief shall render a decision within five (5) working days after the grievance was presented to him.

B. **STEP TWO**

If the Association wishes to appeal the decision of the Chief of Police (or the Captain in charge if the Chief is absent), it shall be presented in writing to the Police Committee within five (5) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Police Committee may give the Association the opportunity to be heard and will give its decision in writing within ten (10) working days of receipt of the written grievance.

C. **ARBITRATION**

1. If no satisfactory resolution of the grievance is reached at STEP TWO, then within five (5) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an Arbitrator, pursuant to the rules of said Commission. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.
2. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Employer's Governing Body or its representative on the grievance.
3. No Employee covered by this Agreement may have the right to process his own grievance without his representative.
4. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified,

then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract time limits provided for processing the grievance at any step in the Grievance Procedure.

36.0 SAVINGS CLAUSE

36.1 It is understood and agreed that if any portion of the Agreement or the application of this Agreement to any person or circumstance shall be invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

36.2 If any such provisions are so invalid, the Employer and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

37.0 OFF DUTY POLICE ACTION

37.1 Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following:

Any action taken by a member of the force within the State of New Jersey on his time off, which would have been taken by an Officer on active duty if present or available, shall be considered Police action, and the Employee shall have all the rights and benefits concerning such action as if he were then on active duty.

38.0 AMENDMENT OF LAW

38.1 Any provision of this Agreement requiring State Legislative action to permit its implementation by amendment of law shall not be effective until the appropriate State bodies have acted.

39.0 **MILEAGE ALLOWANCE**

39.1 Whenever an employee shall be required to use his personal vehicle in any job connected capacity, he shall be entitled to an allowance of Twenty-nine (29¢) cents per mile.

40.0 **MATERNITY/PATERNITY LEAVE**

40.1 Maternity/Paternity leave without pay not to exceed six (6) months shall be granted at the request of an Employee.

40.2 Maternity/paternity leave may be extended or renewed for a period not to exceed six (6) months, upon the request of an Employee.

41.0 RETURN FROM AUTHORIZED LEAVES OF ABSENCE WITHOUT PAY

41.1 Employees returning from authorized leaves of absence without pay as set forth in this Agreement shall be restored to their original classification at the appropriate rate of pay, with no loss of seniority or other Employee rights, privileges or benefits, provided, however, that sick leave and longevity credits shall not accrue with the exception of those on military leave.

42.0 **SAFETY AND HEALTH**

42.1 The Employer shall at all times maintain working conditions to insure maximum safety for all Employees and shall provide Employees with appropriate equipment and devices towards that end.

43.0 **TELEPHONE**

43.1 Each Employee shall be required to submit his home telephone number to the Department and shall be required to report any change of home telephone number.

44.0 MONTHLY CALENDAR

44.1 The schedule of shift tours shall be made up and posted conspicuously by the Chief in the following manner: By January 1, the schedule for the first three (3) months of the calendar year shall be posted. On the first day of February and each successive month thereafter during the calendar year, the Chief shall make up and post the additional months schedule so as to maintain the schedule three (3) months in advance at all times. This schedule will not be changed except in cases of conditions such as sickness, civil disorder or similar situations.

45.0 UNIFORM REGULATIONS

45.1 While the parties agree that a full and complete uniform and the care thereof by the Employee has an affirmative impact upon an Officer's image, it is recognized that the use of the Police hat while riding in a patrol car can cause inconvenience and discomfort to the Employee.

45.2 The parties, therefore, agree that an Employee may remove his uniform hat while riding in an official patrol vehicle.

46.0 **SENIORITY**

46.1 Seniority shall apply to all Employees covered by this Agreement. Seniority shall apply to layoff, recall, transfer, and any other similar acts. Seniority is defined to mean the accumulated length of service within the Alpine Police Department which shall be computed from the date of appointment. An employee's length of service shall not be reduced by time lost due to an absence from his employment for bona fide illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by the Police Surgeon, if any, or any physician mutually acceptable to the parties.

47.0 DUES CHECK OFF

47.1 Upon presentation to the Employer of a dues check off card signed by individual Employees, the Employer will deduct from such Employees' periodic salaries the amount set forth on said dues check off authorization card.

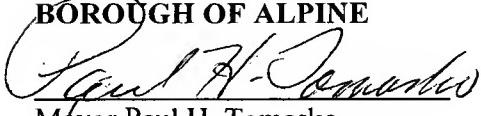
47.2 Thereafter, the Employer will, as soon as practicable, forward a check in the amount of all dues withheld for this purpose to the PBA representative entitled to receive same.

47.3 The said PBA representative shall be appointed by resolution of the PBA and certified to the Employer by the PBA.

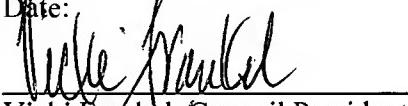
48.0 TERM OF CONTRACT

48.1 The contract shall take effect upon execution thereof and shall terminate on December 31, 2013. Benefits shall be retroactive to the respective dates set forth or referred to in this Agreement. In the event a successor agreement has not been executed by December 31, 2013 then this Agreement shall remain in full force and effect until a successor Agreement is executed.

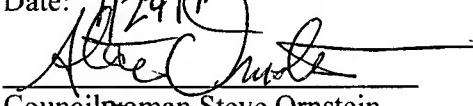
BOROUGH OF ALPINE


Mayor Paul H. Tomasko

Date:

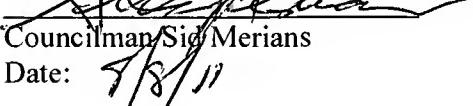

Vicki Frankel, Council President

Date:  7/24/11

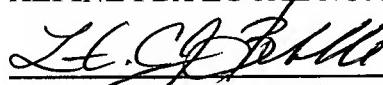

Councilwoman Steve Ornstein

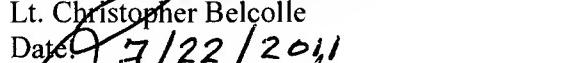
Date:  7/25/11

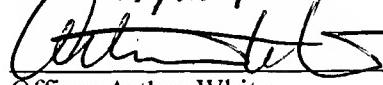

Councilman Sid Merians

Date:  7/8/11

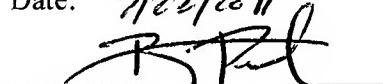
ALPINE PBA LOCAL NO. 350


Lt. Christopher Belcolle

Date:  7/22/2011


Officer Arthur White

Date:  7/22/2011


Ptl. Brian Prunk

Date:  7/22/11

APPENDIX A

SALARIES¹

	Effective <u>01/01/11</u>	Effective <u>01/01/12</u>	Effective <u>01/01/13</u>
CAPTAIN	125,807	128,323	130,889
LIEUTENANT	122,317	124,763	127,258
SERGEANT	118,827	121,204	123,628
PATROLMAN			
After 7 Years	111,828	114,065	116,346
After 6 Years	103,119	105,181	107,285
After 5 Years	94,410	96,298	98,224
After 4 Years	85,701	87,415	89,163
After 3 Years	76,992	78,532	80,103
After 2 Years	68,283	69,649	71,042
After 1 Year	59,573	60,764	61,979
After Basic	50,864	51,881	52,919
Academy	42,156	42,999	43,859

¹ Each year includes \$1,000.00 clothing allowance in base salary.
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APPENDIX B

LONGEVITY

Longevity payment of two (2%) percent of annual salary for the first five (5) years of service in the Alpine Police Department shall be made and after five (5) years of service a longevity payment of one (1%) percent of annual salary for every two (2) years shall be made pursuant to present procedures. A maximum of twelve (12%) percent shall be payable under this provision to any single Employee.

Employees hired after January 1, 2005 shall receive a longevity payment of two (2%) percent after four (4) years of service and a payment of one (1%) percent for every three (3) years of service thereafter. A maximum of ten (10%) percent for such Employees shall occur after twenty-nine (29) years of service.

APPENDIX C

EDUCATION INCENTIVE

A payment of one hundred (\$100.00) Dollars per credit will be allowed to any full time member of the Department who is enrolled in an accredited college or university for job related courses as approved by the Police Committee. Payments will be made at the end of each semester, but only upon submission of satisfactory evidence from the college or university that the previous semester's credits have been earned.

Any Employee having attained a degree from an accredited college or university shall be paid annually in addition to their regular base pay, the following amounts:

\$800.00 for an Associate's Degree

\$1,200.00 for a Bachelor's Degree

\$1,600.00 for a Master's Degree

This additional pay is to be added to base pay, plus longevity pay and cannot be added to base pay to give a higher longevity pay.

APPENDIX D

VACATIONS

Paid vacations for each member of the Police Department will be granted as follows:

<u>Years of Service</u>	<u>Vacation Days</u>
0-1 year	0
1 year - 6 years	12 working days
6 years – 14 years	18 working days
14 years and over	24 working days

Each Employee will be entitled to the full extra week, a week being six (6) working days, vacations during the calendar year of January 1 through December 31, when the Employee's anniversary date falls in that calendar year when the Employee passes into the next higher vacation bracket, that would take in after six (6) years, and after fourteen (14) years.

Example:

Calendar year January 1, 1988 to December 31, 1988, Employee ends fourteen (14) years service on April 1, 1988, that Employee would be entitled to twenty-four (24) working days vacation.

APPENDIX E

HOLIDAYS

New Year's Day

Martin Luther King's Day

Lincoln's Birthday

Washington's Birthday

Easter

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas